

ZB# 90-23

James & Karen Bothwell

20-2-23.2

Prelim:
Aug. 13, 1990.

(Aps. furnished
on 7/26/90).

Need

- ① Copy of Deed ✓
- ② Title Policy ✓
- ③ Photos. ✓
- ④ Check ✓

Public Hearing:
Sept. 24, 1990.

Notice to

Sentinel
on 8/27/90 ✓

Area Variance
Granted
7/24/90.

#90-23-Bothwell,
Karen + James
(Street frontage)

General Receipt

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

11655

October 1, 1970

Received of James W. Bothwell \$ 25.00

Twenty-five and 00/100 DOLLARS

For Zoning Variance 90-23

DISTRIBUTION

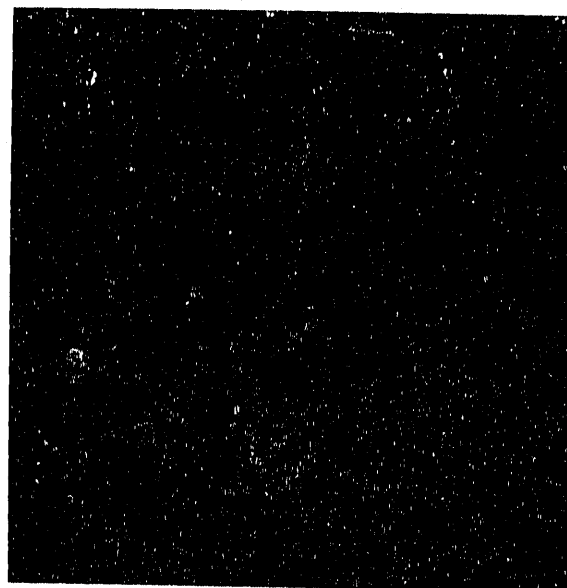
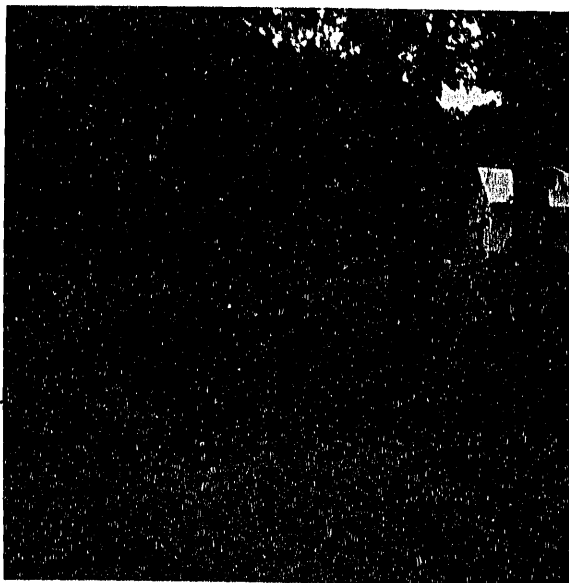
FUND	CODE	AMOUNT
CE-1 5091		25.00

By Pauline J. Townsend & S

Town Clerk

Title

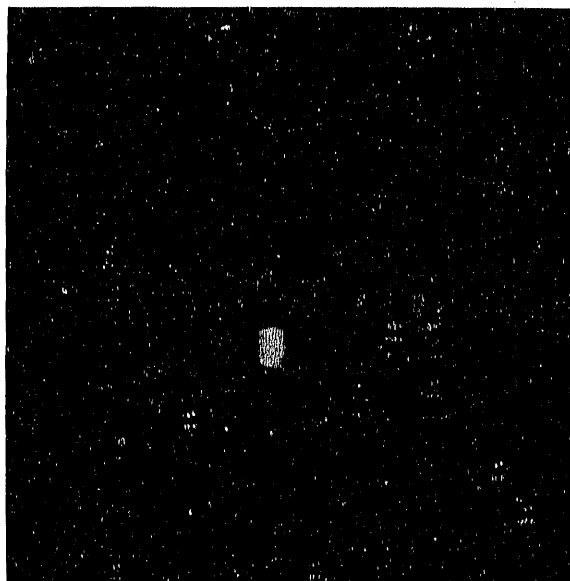
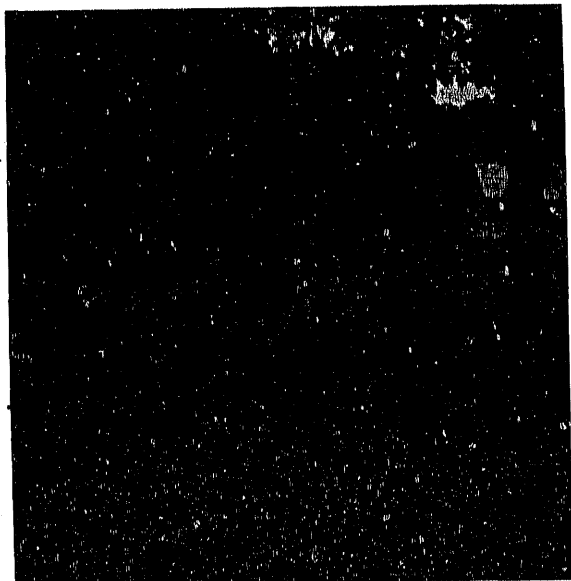
Williamson Law Book Co., Rochester, N. Y. 14609



FUND	CODE	AMOUNT
CLERK 5091		25.00

Williamson Law Book Co., Rochester, N. Y. 14609

By Pauline L. Townsend
TS
Town Clerk
Title



NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of
JAMES W. BOTHWELL and KAREN M. BOTHWELL

DECISION GRANTING
AREA VARIANCE

#90-23.

-----X

WHEREAS, JAMES W. BOTHWELL and KAREN M. BOTHWELL, R. D. #2, Mt. Airy Road, Box 285, New Windsor, N.Y. 12553, have made application before the Zoning Board of Appeals for a variance of 30 ft. required street frontage in order to create a buildable lot located on Silver Spring Road in an R-4 zone; and

WHEREAS, a public hearing was held on the 24th day of September, 1990 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicants appeared in behalf of themselves; and

WHEREAS, one of the neighbors who received a notice of public hearing wrote to the Board to advise that she had no objection to the application; and

WHEREAS, the Application was opposed by several area residents, who consentially were concerned with the location of the proposed house and its driveway, as well as yard requirements, and one of them was opposed to a house being constructed on the lot; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that Applicant is seeking permission to vary the bulk regulations with regard to street frontage in order to create a buildable lot in an R-4 zone.

3. The evidence presented by the Applicant indicated that the Applicant sought and received site plan approval from the Planning Board for a minor subdivision in 1985. At that time the issue of inadequate street frontage on the subject lot was never raised, and consequently the Applicant was not referred to this Board for a variance.

4. The evidence presented by the Applicant indicated that, had the street frontage issue been raised at the time of the 1985 application to the Planning Board, there was substantial

land area available, well beyond the minimum zoning requirements, and the subdivision could readily have been redesigned either to comply with all applicable zoning requirements and obviate the need for a variance, or to minimize the magnitude of the zoning variance request. However, since the issue was not raised in 1985, none of these mitigating measures were taken before the Applicant received site plan approval.

5. The evidence presented by the Applicant further indicated that they would encounter practical difficulties if this variance was not granted since they relied on the approvals received from the Planning Board when applying for a building permit to construct a single-family residence on the lot in question.

6. The evidence presented by Applicant substantiated the fact that a variance for less than the allowable street frontage would be required in order for Applicant to obtain a building permit to construct a single-family residential dwelling.

7. The Applicant has demonstrated practical difficulty since he has already purchased subject property, and obtained a subdivision thereof, based on the prior Planning Board approval without a variance, but the same is not a buildable lot unless the Applicant secured a street frontage variance. The Applicant indicated that he paid a valuable consideration for the property but that the subject lot, even though properly subdivided, was not saleable without a variance for less than the allowable street frontage. The Applicant also indicated that if the requested variance is granted, the lot would be saleable.

8. The evidence presented by the Applicant demonstrated that they suffer significant economic injury from the strict application of the street frontage requirements of the zoning local law to their lot.

9. The evidence presented by the Applicant demonstrated that the strict application of the zoning local law to their lot would deprive them of any use of which the property is reasonably adapted.

10. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

11. The requested variance will produce no effect on the population density or governmental facilities.

12. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

13. The interest of justice would be served by allowing the granting of the requested variance.


NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a variance for 30 ft. street frontage sought by Applicants in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: October 22, 1990.


Chairman

(ZBA DISK#6-053085.FD)



Rec'd.
2BA 10/3/90.

124 Main Street
Goshen, New York 10924
(914) 294-5151

PETER GARRISON *Commissioner*
VINCENT HAMMOND *Deputy Commissioner*

10/2/90
Date

Peter Hansen
Commissioner

BOTHWELL, JAMES & KAREN - PUBLIC HEARING

MR. FENWICK: This is a request for 30 foot street frontage to create buildable lot located at 43 Silver Spring Road in an R-4 zone.

James and Karen Bothwell came before the Board representing this proposal.

MR. FENWICK: You are going to tell us what you want to do for the record.

MR. BOTHWELL: What I want to do is be able to build a one family home on this lot #2 on Silver Spring Road. It was subdivided back in 1985 and I need 30 feet road frontage in order to do it.

MR. FENWICK: How much do you have now?

MR. BOTHWELL: Thirty (30), I need 30 more.

MR. KONKOL: These lots were approved in 1985?

MR. BOTHWELL: In November, I believe there is a site plan approval from the Town Board.

MR. J. BABCOCK: Was this an approved minor subdivision?

MR. M. BABCOCK: Yes.

MR. J. BABCOCK: Was the problem now because of the change in the zoning?

MR. FENWICK: That frontage was never legal really.

MR. J. BABCOCK: He's got an approval, I wasn't here at the preliminary meeting, why is he here?

MR. LUCIA: It wasn't legal at the time and still isn't legal.

MR. J. BABCOCK: He's got it signed.

MR. LUCIA: It should have been referred for a variance when he went before the Planning Board also I presume from the comments they could have redesigned it any number of ways to make it closer to complying and only have the half the required frontage but the issue was never raised in 1985.

MR. BOTHWELL: According to the minutes of the meeting, no.

MR. TORLEY: One got by the Planning Board as far as not meeting

when I moved in the house, I tore it down.

MR. FENWICK: You live here now?

MR. MC GUINNESS: Yes, I moved in '86. I tore it down and I have been doing interior work and I am getting to this point.

MR. J. BABCOCK: I move we set him up for a public hearing.

MR. LUCIA: When you come back for the public hearing, the issue you have to speak to is practical difficulty so when you speak to the Board at the public hearing, address yourself to why you are locating the deck in this location, why this doesn't require less of a variance or smaller variance.

MR. KONKOL: I will second that motion.

MR. MC GUINNESS: Issues such as appearance and enhancement?

MR. LUCIA: Value of the property. Bring in the prior history, the fact that you have a bigger deck. I'd also like to see a copy of the deed and/or copy of the title report.

ROLL CALL:

Mr. Torley	Aye
Mr. Nugent	Aye
Mr. J. Babcock	Aye
Mr. Konkol	Aye
Mr. Fenwick	Aye

the zoning code at the time.

MR. J. BABCOCK: Where do you get the water and the sewer?

MR. BOTHWELL: On the road.

MR. J. BABCOCK: Up the right-of-way?

MR. BOTHWELL: No, it is not a right-of-way, it is a deeded piece of property.

MR. J. BABCOCK: How does that work with the water and sewer now?

MR. M. BABCOCK: Not a problem, the water and sewer they just hook on and bring it right down their property.

MR. J. BABCOCK: Just like a hub, just like a regular hook-up you are saying?

MR. M. BABCOCK: Yes.

MR. BOTHWELL: Basically, I have got over 45,000 square feet, all I need is 30 feet here in order to make it a legal road frontage.

MR. TORLEY: May I make a suggestion for both the public hearing and the rest of the Board, if we can tack that up so the public can see it as well.

MR. FENWICK: One of the notices was sent back with a note on the bottom that says I am unable to come but I have no objection in this matter, it is signed Gertrude Babcock, 3 Riverview Avenue.

MR. TORLEY: So the lot meets all zoning requirements except for the road frontage?

MR. BOTHWELL: I only need 15,000 square feet.

MR. J. BABCOCK: I don't have any further questions.

MR. LUCIA: We should get something in the record as to the issue of practical difficulty on vacant land, you are bound to state to the issue significant economic injury given the fact that you have already purchased this and it's already been subdivided in this matter and approved. I think you probably have to speak to the issue of what you paid for it compared to what it is worth today, if you don't get a variance. Are you going to be able to get your money back on the lot the way it is, the way it sits now if this is not a building lot, what are your economic injuries?

MR. BOTHWELL: Anybody would not buy it if it is not a building lot.

MRS. BOTHWELL: I have paid taxes on it for five years to the Town of New Windsor, that is totally worthless.

MR. LUCIA: If it's not a building lot, presumably the only person you can sell it to is a neighbor?

MR. BOTHWELL: If you are adjacent but you'd be landlocked.

MR. LUCIA: So the value of it without a variance is less than what you paid for it?

MR. BOTHWELL: It would be zero.

MR. LUCIA: If you get a variance, it is a saleable lot, is that correct?

MR. BOTHWELL: Yes, it is.

MRS. BARNHART: We have 69 on the list and 61 return receipts came back.

MR. TORLEY: And this was an approved subdivision by the Planning Board?

MR. BOTHWELL: In 1985.

MR. FENWICK: I will open it up to the public, try not to be repitious. I need your name and your address and try to pay attention to the person before you, make sure they haven't said what you wanted to say.

SAM DIETZ: I live at 8 Fernandez Drive. I have lived there and in '85 I don't remember any letters as far as--

MR. FENWICK: If it was the Planning Board subdivision, there wouldn't have been any letters.

MR. DIETZ: Why if it wasn't a legal lot is it now being considered?

MR. FENWICK: We don't know why, not to argue for them but for some reason, the Planning Board gave them site plan approval on this and we don't know why that happened. The size of the lot is more, it's almost triple what is necessary in the town for a building lot for one family. The problem is where that frontage is, what they call frontage which has to be your width on the road. Other than that, it meets everything.

MR. LUCIA: What this Board is doing now is what should have

been done in 1985.

MR. DIETZ: That is all well and good but--

MRS. DIETZ: How are they going to build this house back there, where are they going to put a driveway? Where is the frontage of the land? I live there, I see it, I know what is back there. I don't know where they are going to put this house. I mean, if you are going to put a house, I understand that but as far as I see it, you are talking landlocked, that is what it looks like to me.

MR. FENWICK: Here is the lot.

MRS. BOTHWELL: Part of that is mowed right now, we own that part that is mowed.

MRS. DIETZ: You are going to put a long driveway?

MRS. BOTHWELL: Thirty (30) feet wide.

MARION BOUTON: I live at 4 Fernandez Drive. I was interested in where the driveway is going.

MR. FENWICK: You are welcome to look at that.

MRS. DIETZ: Does he have the frontage?

MR. NUGENT: That is why he is here.

MR. J. BABCOCK: He's got triple the size of the required square footage for the single family building lot, the only thing he's lacking is road frontage, okay, meaning the width in other words like this house but it's going to be a driveway going up to this house.

MRS. DIETZ: This is where it is going to be?

MR. BOTHWELL: I have to apply with all the zoning laws that are existing, all my setbacks.

MR. J. BABCOCK: He can't go putting the house anywhere he wants. He has to apply for the building permit and the building inspector will have to give a site plan location of the house on the site plan and they he has to meet all the codes. He can't build over here, he has to stay somewhere in the middle of that lot away from the existing.

MRS. DIETZ: How much does he have to stay away from these property lines here?

MR. NUGENT: Rear yard is 30 feet.

MR. J. BABCOCK: If he faces Silver Spring Road from his house to that property line.

MR. FENWICK: What is the rear yard?

MR. M. BABCOCK: Forty (40) feet.

MRS. DIETZ: If he puts it this way, I mean--

MR. J. BABCOCK: He might not be able to put it this way, depending on the size.

MR. BOTHWELL: I have 132 feet from here to here. If I can get 40 feet from here to here and still have everything up front then--

MR. J. BABCOCK: He's got another problem. No matter how he locates the house, he has these lines, he has to contend with them even though he--he still has to stay off.

MRS. BOTHWELL: We still have to setback off our own property lines.

MR. BOTHWELL: Forty (40) feet.

MR. J. BABCOCK: He's created a problem of his own with his own property lines, like this so-called flag lot.

MR. FENWICK: Anyone else? We really don't like to get into a discussion if we can get going. Anyone else that has any comment on the property? Do you understand?

MR. DIETZ: I understand just that I don't think they haven't shown us how the house is going but--

MR. J. BABCOCK: At this point, no it doesn't.

MR. DIETZ: We are concerned about it.

MR. TORLEY: The only thing that this Board is considering is a change in the road frontage. Every other zoning requirement, the setbacks from the sides of the house, all that stuff is as the code says.

MR. LUCIA: The issue that this Board has to consider and you have to speak to is practical difficulty so if you feel that it has not shown practical difficulty in proving the variance for less than the required street frontage, that is the issue you should speak to, the layout of the house is not before the Board now.

MRS. DIETZ: We live there, we want to know where this house is going to go.

MR. LUCIA: If you want to speak to the street frontage, you are welcome to do that. That is what the Board has to consider tonight. Anybody have any comments on the issue of the street frontage?

MR. J. BABCOCK: If he gets the variance, applies for the building permit and he gives the building inspector the site plan location of the house on it, you can come up as a citizen and ask Mike did so and so get the building permit, yes he did, can I see it, can I see the plan and show the location of the house.

MRS. DIETZ: Which I still don't understand they don't have the proper frontage, what is all the sense of all this maybe I am thick here.

MR. J. BABCOCK: Because he is sitting on 45,000 square feet of a building lot which he is only required to have 15,000.

MRS. DIETZ: He knew that when he bought the property when he did what he did five years ago.

MR. FENWICK: He did what he did to it because the Planning Board gave him the okay. They gave him this subdivision at the time the property, the piece of property was also it could have been subdivided anyway. This was subdivided as per the Planning Board and we have no idea why they did this. If he built on that, then we wouldn't even be here now.

MRS. DIETZ: He would have had the right variance and street frontage then.

MR. J. BABCOCK: No, he would have had this, he could have put three houses on there. He could have put three houses on there.

MRS. DIETZ: You are going to give him a variance for this property?

MR. FENWICK: I don't know what the Board is going to do.

MR. LUCIA: Do you have a comment in opposition to the variance?

MRS. DIETZ: Oh, yes, I don't want that house back there. I will be very honest with you.

MR. LUCIA: The very limited issue this Board is dealing with tonight is the street frontage issue. I understand your concern about the location of the house but that is not an issue before this Board. We are not turning a deaf ear to you. The Board has no comment on that. It's not something this Board can consider. So, if you want to speak to the street frontage issue in terms of practical difficulty or significant economic

9-24-90

injury, this is your opportunity to do it.

MRS. DIETZ: I just did.

MR. FENWICK: I am going to close the public hearing and open it back up to the Board members. Comments by the Board, questions?

MR. J. BABCOCK: I move we grant the variance.

MR. FENWICK: Before you do that, do you feel you have sufficient evidence to either write a formal decision either granting or denying this?

MR. LUCIA: Yes.

MR. TORLEY: I think was approved by the Board.

MR. FENWICK: Yes, do we have a second on this?

MR. TORLEY: I will second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Konkol	Aye
Mr. J. Babcock	Aye
Mr. Fenwick	Aye

9/24/90 Public Hearing - Bothwell #90-23

Name:	Address:
SAM & PAT DIETZ	8 FERNANDEZ DRIVE
Marvin Borten	4 " "
Barbara Joslyn	35 Union Ave
Tom & Alisa Galli	2 Riverview Ave

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 23

Request of James W. & Karen M. Bothwell

for a VARIANCE of

the regulations of the Zoning Local Law to

permit a buildable lot to exist w/
insufficient street frontage;

being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs - Col. H
for property situated as follows:

43 Silver Spring Road, New Windsor,
N.Y. - known & designated as tax map
Section 20 - Blk. 2 - Lot 23.2

SAID HEARING will take place on the 24th day of
September, 1990, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at

7:30 o'clock P. M.

*I am unable to come
but I have no
objection in this
matter.*

Richard Fenwick
Chairman

Gertrude Betack 3 Riverview Ave.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

69

August 21, 1990

Mr. James W. Bothwell
RD #2, Mt. Airy Rd., Box 285
New Windsor, NY 12553

Re: Tax Map Parcel #20-2-23.2 - James W. & Karen Bothwell

Dear Mr. Bothwell:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$85.00, minus your deposit of \$25.00.

Please remit the balance of \$60.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

Leslie Cook

LESLIE COOK
Sole Assessor

LC/po
Attachments

[REDACTED]

City School District of Newburgh
98 Grand St.
Newburgh, NY 12553

Damanda, Duane & Anne
11 Queen St.
New Windsor, NY 12553

Mihalco, Helen K.
7 Queen St.
New Windsor, NY 12553

Ulster Savings Bank
280 Wall St.
Kingston, NY 12401

Figueroa, Evelyn
36 Silver Spring Rd.
New Windsor, NY 12553

Coan, Barbara
38 Silver Spring Rd.
New Windsor, NY 12553

Horaz, Alexander & Maude
40 Silver Spring Rd.
New Windsor, NY 12553

Clark, Perry D.
42 Silver Spring Rd.
New Windsor, NY 12553

Harris, David J. & Anne M.
1 Riverview Ave.
New Windsor, NY 12553

Babcock, Joseph W. & Gertrude E.
3 Riverview Ave.
New Windsor, NY 12553

Kennedy, Patrick T. & Darcy B.
5 Riverview Ave.
New Windsor, NY 12553

Donaldson, William S. & Jennifer A.
7 Riverview Ave.
New Windsor, NY 12553

Jamieson, Gordon J. & Neva A.
9 Riverview Ave.
New Windsor, NY 12553

Dukas, John & Katherine
12 Riverview Ave.
New Windsor, NY 12553

Rourk, James B. & Edna Mae
10 Riverview Ave.
New Windsor, NY 12553

Parrington, Denis & Holly
8 Riverview Ave.
New Windsor, NY 12553

Rose, Jeffrey & Terri
6 Riverview Ave.
New Windsor, NY 12553

Hinkson, Christopher & Theresa
4 Riverview Ave.
New Windsor, NY 12553

Galli, Thomas C. & Civala, Alisa A.
2 Riverview Ave.
New Windsor, NY 12553

Cornman, Wade C. & Debra L.
46 Silver Spring Rd.
New Windsor, NY 12553

Tibby, George W. & Gladys M.
48 Silver Spring Rd.
New Windsor, NY 12553

Lawler, William A. & Gladys E.
50 Silver Spring Rd.
New Windsor, NY 12553

Brady, Terence M. & Heather M.
52 Silver Spring Rd.
New Windsor, NY 12553

Miller, June
56 Silver Spring Rd.
New Windsor, NY 12553

Weber, Gertrude B.
1 Tree Haven Lane
New Windsor, NY 12553

Janson, John J. & Alice C.
3 Tree Haven Lane
New Windsor, NY 12553

Thompson, Charles I. & Jane F.
24 Hernandez Dr.
New Windsor, NY 12553

Kingsley, George S. & Linda H.
59 Silver Spring Rd.
New Windsor, NY 12553

Trent, Raffaella
57 Silver Spring Rd.
New Windsor, NY 12553

Spellman, William S. & Kathleen H.
20 Fernandez Dr.
New Windsor, NY 12553

Stasio, Frances
47 Silver Spring Rd.
New Windsor, NY 12553

White, Patrick F.
53 Silver Spring Rd.
New Windsor, NY 12553

Winters, Richard S. & Kim
49 Silver Spring Rd.
New Windsor, NY 12553

Creagan, James B. & Phyllis
18 Fernandez Dr.
New Windsor, NY 12553

County of Orange
255-275 Main St.
Goshen, NY 10924

Yannone, Mickey J.
16 Fernandez Ave.
New Windsor, NY 12553

Harris, Leonard G. & Cynthia A.
12 Fernandez Dr.
New Windsor, NY 12553

DeGregoria, Joseph S. & Grace
10 Fernandez Dr.
New Windsor, NY 12553

Dietz, Milton S. & Patricia J.
8 Fernandez Dr.
New Windsor, NY 12553

O'Connor, Maurice & Margaret
6 Fernandez Dr.
New Windsor, NY 12553

VanHouten, George & Charlene
41 Silver Spring Rd.
New Windsor, NY 12553

Hein, William & Dale
39 Silver Spring Rd.
New Windsor, NY 12553

Coan, Barbara F.
38 Silver Spring Rd.
New Windsor, NY 12553

Benitez, David
35 Silver Spring Rd.
New Windsor, NY 12553

Coan, Maureen A.
354A Silver Spring Rd.
New Windsor, NY 12553

Kelly, Mary
735 Jacqueline Dr.
Valley Cottage, NY 10989

Kelly, David G. & Mary C.
755 Jacqueline Dr.
Valley Cottage, NY 10989

Bouton, Bruce T. & Marion J.
4 Fernandez Ave.
New Windsor, NY 12553

Knapp, John & Rosa
340 Mazdabrook Rd.
Parsippany, NJ 07054

Ostner, Richard & Christine
RD #2, Box 346, Bethlehem Rd.
New Windsor, NY 12553

Weyant, Ellsworth E. & Georgina L.
c/o Margaret Hauser
61 Duncan Ave.
Cornwall-on-Hudson, NY 12520

Chisholm, Robert & Patricia
44 Union Ave.
New Windsor, NY 12553

Orsino, Dominick & Barbara
48 Union Ave.
New Windsor, NY 12553

Dobson, William F. & Francis M.
56 Union Ave.
New Windsor, NY 12553

Bamberger, Robert E.
60 Union Ave.
New Windsor, NY 12553

Ray, James & Rosemarie
62 Union Ave.
New Windsor, NY 12553

Saffioti, Marilyn W.
17 Fernandez Dr.
New Windsor, NY 12553

Eanni, Frank A. & Victoria
19 Fernandez Dr.
New Windsor, NY 12553

Smith, Joseph F. & Mary A.
21 Fernandez Ave.
New Windsor, NY 12553

Ostner, Richard & Linda
66 Union Ave.
New Windsor, NY 12553

Newton, Robert E. & Mary T.
70 Union Ave.
New Windsor, NY 12553

Cioppa, Anthony & Magdalen C.
23 Fernandez Dr.
New Windsor, NY 12553

Franklin Associates
100 Hamilton Plaza
Patterson, NJ 07505

Epstein, Kevin A. & Patricia A.
61 Union Ave.
New Windsor, NY 12553

Dougan, James G. & Gloria J.
PO Box 4043
New Windsor, NY 12553

Sylvester Francis J.
Hudson Bluff Dr.
Marlboro, NY 12542

Schumske, Violet
39 Union Ave.
New Windsor, NY 12553

Joslyn, Roger D. & Barbara J.
35 Union Ave.
New Windsor, NY 12553

Church of St. Joseph
6 St. Joseph's Place
New Windsor, NY 12553

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

90-23.

Date: 8/20/90

I. Applicant Information:

(a) JAMES W. KAREW M. BOWELL RD 2 BOYD ST MT AIRY RD NEW WINDSOR 564-0213
(Name, address and phone of Applicant) (Owner)

(b) _____
(Name, address and phone of purchaser or lessee)

(c) _____
(Name, address and phone of attorney)

(d) _____
(Name, address and phone of broker)

II. Application type:

☐ Use Variance

☐ Sign Variance

☒ Area Variance

☐ Interpretation.

III. Property Information:

(a) R4 43 Silver Spring RD 10 2 23.2 44,783 Sq FT
(Zone) (Address) (S B L) (Lot size)

(b) What other zones lie within 500 ft.? _____

(c) Is a pending sale or lease subject to ZBA approval of this application? NO

(d) When was property purchased by present owner? 1985

(e) Has property been subdivided previously? YES When? 1985

(f) Has property been subject of variance or special permit previously? NO When? _____

(g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? NO

(h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance: N/A

(a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

- (b) ^{N/A.} The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. H.

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Min. Lot Width <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Reqd. Front Yd. <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Reqd. Side Yd. <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Reqd. Rear Yd. <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Reqd. Street Frontage* <u>60'</u>	<u>30'</u>	<u>30'</u>
Max. Bldg. Hgt. <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Min. Floor Area* <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Dev. Coverage* <u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %
Floor Area Ratio** <u>N/A</u>	<u>N/A</u>	<u>N/A</u>

* Residential Districts only
 ** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

WITHOUT THE VARIANCE A HOUSE CANNOT BE BUILT OR IT DO NOT CAN IT BE SOLD
THE TOWN BOARD GAVE A SITE PLAN APPROVAL
10-11-12-85

VI. Sign Variance: N/A.

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) ^{N/A} Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) ^{N/A} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: ^{N/A}

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

ONLY FOR A SINGLE HOUSE WITH FUTURE
TO BUILD A ONE FAMILY HOUSE TO CONFORM TO
THE AREA

IX. Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
☒ Copy of tax map showing adjacent properties.
☒ Copy of contract of sale, lease or franchise agreement.
☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
☒ ^{N/A} Copy(ies) of sign(s) with dimensions.
☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
☒ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 8/27/90.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

James W. Bartwell
(Applicant)

Sworn to before me this

27th day of Sept. Aug., 1990.

Patricia A. Barnhart

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1991.

XI. ZBA Action:

(a) Public Hearing date _____.

(b) Variance is _____.

Special Permit is _____.

(c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

SECTION 19

SECTION 17

SECTION 9

SECTION 23

954

AERO SERVICE CORPORATION
A DIVISION OF AERONAUTICS
AND THE USE OF PHOTOGRAPHY
FOR TAX PURPOSES ONLY

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO. ③	FILED PLAN BLOCK NO. ② ①
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO. 32	FILED PLAN LOT NO. 11
BLOCK & SECTION LINE	MATCH LINE	AREAS: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 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1012. 1013. 1014. 1015. 1016. 1017. 1018. 1019. 1020. 1021. 1022. 1023. 1024. 1025. 1026. 1027. 1028. 1029. 1030. 1031. 1032. 1033. 1034. 1035. 1036. 1037. 1038. 1039. 1040. 1041. 1042. 1043. 1044. 1045. 1046. 1047. 1048. 1049. 1050. 1051. 1052. 1053. 1054. 1055. 1056. 1057. 1058. 1059. 1060. 1061. 1062. 1063. 1064. 1065. 1066. 1067. 1068. 1069. 1070. 1071. 1072. 1073. 1074. 1075. 1076. 1077. 1078. 1079. 1080. 1081. 1082. 1083. 1084. 1085. 1086. 1087. 1088. 1089. 1090. 1091. 1092. 1093. 1094. 1095. 1096. 1097. 1098. 1099. 1100. 1101. 1102. 1103. 1104. 1105. 1106. 1107. 1108. 1109. 1110. 1111. 1112. 1113. 1114. 1115. 1116. 1117. 1118. 1119. 1120. 1121. 1122. 1123. 1124. 1125. 1126. 1127. 1128. 1129. 1130. 1131. 1132. 1133. 1134. 1135. 1136. 1137. 1138. 1139. 1140. 1141. 1142. 1143. 1144. 1145. 1146. 1147. 1148. 1149. 1150. 1151. 1152. 1153. 1154. 1155. 1156. 1157. 1158. 1159. 1160. 1161. 1162. 1163. 1164. 1165. 1166. 1167. 1168. 1169. 1170. 1171. 1172. 1173. 1174. 1175. 1176. 1177. 1178. 1179. 1180. 1181. 1182. 1183. 1184. 1185. 1186. 1187. 1188. 1189. 1190. 1191. 1192. 1193. 1194. 1195. 1196. 1197. 1198. 1199. 1200. 1201. 1202. 1203. 1204. 1205. 1206. 1207. 1208. 1209. 1210. 1211. 1212. 1213. 1214. 1215. 1216. 1217. 1218. 1219. 1220. 1221. 1222. 1223. 1224. 1225. 1226. 1227. 1228. 1229. 1230. 1231. 1232. 1233. 1234. 1235. 1236. 1237. 1238. 1239. 1240. 1241. 1242. 1243. 1244. 1245. 1246. 1247. 1248. 1249. 1250. 1251. 1252. 1253. 1254. 1255. 1256. 1257. 1258. 1259. 1260. 1261. 1262. 1263. 1264. 1265. 1266. 1267. 1268. 1269. 1270. 1271. 1272. 1273. 1274. 1275. 1276. 1277. 1278. 1279. 1280. 1281. 1282. 1283. 1284. 1285. 1286. 1287. 1288. 1289. 1290. 1291. 1292. 1293. 1294. 1295. 1296. 1297. 1298. 1299. 1300. 1301. 1302. 1303. 1304. 1305. 1306. 1307. 1308. 1309. 1310. 1311. 1312. 1313. 1314. 1315. 1316. 1317. 1318. 1319. 1320. 1321. 1322. 1323. 1324. 1325. 1326. 1327. 1328. 1329. 1330. 1331. 1332. 1333. 1334. 1335. 1336. 1337. 1338. 1339. 1340. 1341. 1342. 1343. 1344. 1345. 1346. 1347. 1348. 1349. 1350. 1351. 1352. 1353. 1354. 1355. 1356. 1357. 1358. 1359. 1360. 1361. 1362. 1363. 1364. 1365. 1366. 1367. 1368. 1369. 1370. 1371. 1372. 1373. 1374. 1375. 1376. 1377. 1378. 1379. 1380. 1381. 1382. 1383. 1384. 1385. 1386. 1387. 1388. 1389. 1390. 1391. 1392. 1393. 1394. 1395. 1396. 1397. 1398. 1399. 1400. 1401. 1402. 1403. 1404. 1405. 1406. 1407. 1408. 1409. 1410. 1411. 1412. 1413. 1414. 1415. 1416. 1417. 1418. 1419. 1420. 1421. 1422. 1423. 1424. 1425. 1426. 1427. 1428. 1429. 1430. 1431. 1432. 1433. 1434. 1435. 1436. 1437. 1438. 1439. 1440. 1441. 1442. 1443. 1444. 1445. 1446. 1447. 1448. 1449. 1450. 1451. 1452. 1453. 1454. 1455. 1456. 1457. 1458. 1459. 1460. 1461. 1462. 1463. 1464. 1465. 1466. 1467. 1468. 1469. 1470. 1471. 1472. 1473. 1474. 1475. 1476. 1477. 1478. 1479. 1480. 1481. 1482. 1483. 1484. 1485. 1486. 1487. 1488. 1489. 1490. 1491. 1492. 1493. 1494. 1495. 1496. 1497. 1498. 1499. 1500. 1501. 1502. 1503. 1504. 1505. 1506. 1507. 1508. 1509. 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1842. 1843. 1844. 1845. 1846. 1847. 1848. 1849. 1850. 1851. 1852. 1853. 1854. 1855. 1856. 1857. 1858. 1859. 1860. 1861. 1862. 1863. 1864. 1865. 1866. 1867. 1868. 1869. 1870. 1871. 1872. 1873. 1874. 1875. 1876. 1877. 1878. 1879. 1880. 1881. 1882. 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209.	

12/2/85
4:20 p.m. e.c.
TOWN
TOWN OF NEW WINDSOR

NEW WINDSOR PLANNING BOARD MEETING
TOWN HALL
TUESDAY, NOVEMBER 12, 1985 7:30 P.M.

BOARD MEMBERS PRESENT: ERNEST SPIGNARDO, V.C.
LAWRENCE JONES
HENRY VAN LEEUWEN
CARL SCHIEFER
HENRY SCHEIBLE

BOARD MEMBERS ABSENT: HENRY REYNS, CHAIRMAN
DANIEL MC CARVILLE

OTHERS PRESENT: PAUL V. CUOMO, P.E., P. B.
Engineer
JOHN FINNEGAN, Zoning Insp
SHIRLEY B. HASSDENTEUFEL,
Secretary

OTHERS ABSENT: JOSEPH RONES, P.B. ATTY.
MICHAEL BABCOCK, Bldg. Insp

tape 351

Vice-Chairman Spignardo called the meeting to order promptly at 7:30 P.M. and presided over same.
Vice-Chairman Spignardo explained the meeting had to be changed to Tuesday evening due to a meeting with the Town Board, Planning and Zoning to be held on Wednesday, November 13, 1985.
Secretary called the roll.

Minutes -

Motion by Lawrence Jones seconded by Carl Schiefer that the Planning Board of the Town of New Windsor approve the minutes of the October 23, 1985 meeting as written.

Roll call: ALL AYES, NO NAYS. MINUTES APPROVED.

#1 on the Agenda:

James and Karen Bothwell Subdivision #85
South side of Silver Spring Rd.
represented by Patrick T. Kennedy, LS

Mr. Kennedy: We were before the board at the last meeting. The property is located on Silver Spring Road. It is in an R4 zone. There are 2.0 acres. It is a two (2) lot subdivision.

Motion by Henry Van Leeuwen seconded by Carl Schiefer that the Planning Board of the Town of New Windsor approve the two (2) lot subdivision of James and Karen Bothwell located on Silver Spring Road and collect all fees.

Roll Call: ALL AYES, NO NAYS (5-0) MOTION CARRIED.

Fees to be paid. (Maps will be signed after payment of fee)

Review: Lands of James W. and Karen Bothwell Subdivision
Silver Spring Road
represented by Patrick T. Kennedy L.S.
20-2-23

Chairman Reynolds: This subdivision is located on the south side of Silver Spring Road.

There is 2.0 acres in R4 zone number of lots- 2.

Mr. Kennedy: On Silver Spring Road Mr. Bothwell would like to cut this (pointing on map) off. There is a house presently under construction. Lot up front is 21,155 square ft. The lot in the back is 44,000 square ft. Lot line change also.

Mr. Scheible: What is the dotted line?

Mr. Kennedy: A concrete walk.

Correspondence

Hearing no objections a memo from Supervisor Petro dated October 17, 1985 re: Riley Road petition of reclassifying the existing R4A zoning of the road with attached petition. Supervisor Petro asks the Planning Board to review the request from the residents of Riley Road and report back to the Town Board as expeditiously as possible. This was received and filed.

Secretary is to send a letter to the Town Board stating In as much as the area of Riley Road is being serviced by sewers and community water will be readily available to the area, it is the opinion of the Planning Board that the area would be served better with higher density. Therefore the Planning Board recommends that the zoning not be changed. Hearing no objections, so ordered.

Hearing no objections a motion from the Town Board re: Epiphany College former property (see attachment#2)

Mr. Jones: PUD - Do they have to make an application for it? Are they coming in?

Mr. Cuomo: No they have not been in yet.

Mr. Jones: They are suppose to come in with PUD.

Mr. Spignardo; They want to see if it will sell first. PUD means more open space.

Discussion.

Motion by Daniel McCarville seconded by Henry Van Leeuwen that the Planning Board send a letter to Gegyn to come before the Board with their site plan.

Roll call: ALL AYES, NO NAYS.

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BOTHWELL:

Karen and James Bothwell came before the Board presenting this proposal.

BY MR. FENWICK: This is a request for a 30 foot street frontage variance to create a buildable lot located on Silver Spring Road in an R4 zone.

BY MR. BOTHWELL: Well, we have a lot we bought back in 1985, had it subdivided and for purposes of obviously building a couple of houses. And we come for a building permit and I guess I need 30 foot on the map.

BY MR. FENWICK: This is before the subdivision?

BY MR. BOTHWELL: This is not part of it, this is right here, this is this lot right here and this one here, the one I need the 30 feet on for this driveway is almost 45,000 square feet and this is the one I need building permit for. This is on Silver Spring Road.

BY MS. BOTHWELL: This lot has water and sewer.

BY MR. TANNER: You went to the Planning Board with this?

BY MS. BOTHWELL: Yes, it was approved and whatnot and --

BY MR. TANNER: '85?

BY MR. BOTHWELL: 1985, December 1985 it was approved.

BY MS. BOTHWELL: Now it is for denial.

BY MR. BOTHWELL: Well, basically that is it.

BY MR. TORLEY: So this subdivision is approved in '85. Since '85 the zoning laws have changed so now the lot is nonconforming.

BY MR. BOTHWELL: The zoning laws were in effect at this time and everything went through with no problems.

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BY MS. BOTHWELL: It was presented before the Planning Board, Planning Board let it go through, everything was fine.

BY MR. FENWICK: It wasn't legal at this time, the frontage hasn't changed recently, frontage has been around for a long, long time. They let it go.

BY MR. BOTHWELL: It doesn't matter, we did this, thought everything was the way it was supposed to be. It went through the legal process and it was wrong.

BY MS. BOTHWELL: We presented it to the Planning Board, anyway you want to cut this lot because we could have cut it four different ways.

BY MR. FENWICK: You are going to leave this as a single buildable lot?

BY MR. BOTHWELL: Yes, nothing else.

BY MR. TORLEY: Make sure it is a single lot because --

BY MR. BOTHWELL: It can't be any more with the 60 foot street frontage.

BY MS. BOTHWELL: Everything else falls in line for three houses except for the frontage. This could have been divided six different ways before the Planning Board. We could have put six in here with everything within the guidelines so when we chose to keep it in between and I'd like to at least bring your attention --

BY MR. FENWICK: We kind of know what it is. Do I hear a motion to set him up for a public hearing?

BY MR. NUGENT: So moved.

BY MR. TORLEY: I will second it.

ROLL CALL:

TORLEY:	Aye.
TANNER:	Aye.
NUGENT:	Aye.
FENWICK:	Aye.

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BY MR. LUCIA: When you come back for the public hearing, the legal standard the Board has to find in order to grant your variance is something called practical difficulty. That should be the issue you come prepared to speak.

BY MR. FENWICK: He used to sit over here.

BY MR. LUCIA: Okay, my apologies. Bring in a copy of the deed.

BY MR. FENWICK: Bring in photographs of the front where it is on the road so you can say this is where the entrance is going to be.

August 13, 1990

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RICHARD E. DIECKMANN:

Richard E. Dieckmann came before the Board presenting this proposal.

BY MR. FENWICK: This is a request for one foot side yard and 28 foot front yard variances to allow existing garage at 153 Toleman Road in an R1 zone.

BY MR. DIECKMANN: It is 19.9 away.

BY MS. BARNHART: Here it says one foot.

BY MR. SCIAMANNA: I did that, well, what it is in fact really if you look back on the back they have got more than 20 on the back but I just, you know, the front yard is, the side yard is really, really minimal.

BY MR. DIECKMANN: It's been there 160 years, it's probably there before the road and it was only 20 feet away before so it's --

BY MR. TORLEY: So the house is only 20 feet away and the garage is actually set back from the house line?

BY MR. DIECKMANN: I just squared off the house by building the garage. It's got 28 feet, it wasn't even 20 feet to begin with.

BY MR. FENWICK: Did you build this garage without a building permit?

BY MR. DIECKMANN: Yes, in my young, foolish days, I did. My brother was a builder at the time and I was young and he is my older brother and I thought he knew.

BY MR. TORLEY: You continued with the front line of the house?

BY MR. DIECKMANN: Just continued front line. I haven't moved it out and the side line, so the side line because of the angles of the property line, it made it an inch too much.

BY MR. TORLEY: Because he has nothing ahead of the existing structure, does he even need it?



Title Insurance Policy

In consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or encumbrances affecting title at the date thereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, **National Attorneys' Title Insurance Company** has caused this policy to be signed and sealed as of the date herein shown, the policy to become valid when countersigned by an authorized signatory.



Policy No. **10-17106**

NATIONAL ATTORNEYS' TITLE INSURANCE COMPANY

Countersigned

Authorized Officer or Agent

William T. Margott
President

Attest: *Harold C. Drees*
Secretary

CONDITIONS OF THIS POLICY

SECTION 1 DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means National Attorneys' Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

SECTION 2 DEFENSE AND PROSECUTION OF SUITS

(a) This Company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or encumbrance not excepted in this policy.

(b) This Company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this Company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this Company of any specific loss or payment of the entire amount of this policy to the extent that this Company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this Company.

SECTION 3 CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien encumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or encumbrance not excepted in this policy and there has been a final determination sustaining the objection to the sale.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or encumbrance not excepted in this policy; or where a recording officer has refused accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally

determined that the rejection of the title was justified because of a defect or encumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or encumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or encumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy: (1) if this Company, after having received notice of an alleged defect or encumbrance, removes such defect or encumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this Company.

SECTION 4 NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this Company thereof in writing at its main office and forward this to the Company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this Company's liability if such failure has not prejudiced and cannot in the future prejudice this Company.

SECTION 5 PAYMENT OF LOSS

(a) This Company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this Company for the insured under the terms of this policy. This Company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this Company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this Company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any encumbrances on said insured estate and interest not hereby insured against, shall be the extent of this Company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this Company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this Company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this Company, under this policy, shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or encumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

**NATIONAL
ATTORNEYS'**
TITLE INSURANCE COMPANY

Name of Insured

James W. and Karen Bothwell

Policy No. 10-17106

Amount of Insurance \$ 9,000.00

Date of Issue 5/13/85

The estate or interest insured by this policy is fee simple vested in the insured by means of
by deed dated 5/13/85 and recorded 6/11/85 in the Orange County Clerk's
Office in Liber 2370 cp. 6, made by Alexander and Robin M.
Bailey.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
 2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
 3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
 4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
 5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
 6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
- 1) Until a guaranteed survey is received, policy will not insure courses, distances and dimensions, of subject premises or the bed of any street, road, or avenue passing through same, and will except any facts such a survey or personal inspection would show.
 - 2) Rights of Utility Companies to maintain their poles, wires and guys.

The premises in which the insured has the estate or interest covered by this policy.

ALL of two acres (Square in Shape, or nearly so), situated in the Town of New Windsor, County of Orange, State of New York, bounded on the north by Silver Stream Road and on the west by lands of Mrs. Martha Whitlow, said two acres being more specifically bounded and described as follows:

BEGINNING at a point in the center of Silver Spring Road leading from Quassaick Avenue to the River Road, said point of beginning being the north-east corner of lands conveyed by John C. Walworth and Jessie M. Walworth to Martha Whitlow by deed dated March, 1918, and running thence along the easterly line of lands so conveyed to said Martha Whitlow, South 38° west for 358.10 feet, to the line of lands of F.W. Senff; thence along lands of said Senff, South $52^{\circ} 29'$ East for 234.40 feet; thence parallel with the first described line, being along other lands of the party of the first part, North 38° East for 400.40 feet, to the center of the aforesaid Silver Spring Road thence along the center of said road, North $69^{\circ} 48'$ for 119 feet, 550 40' West for 120.70 feet to the place of beginning, containing two(2) acres.

Excepting therefrom:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point in the center line of Silver Spring Road at the north-west corner of lands now or formerly of Coon (Liber 581cp. 165) and running thence along the westerly line of said Coon South $38^{\circ} 00' 00''$ West, 125.00 feet; thence through other lands of Swanson North $69^{\circ} 48' 00''$ West, 100.00 feet; thence North $38^{\circ} 00' 00''$ East, 125 feet to the center line of said Silver Spring Road, thence running along center line of said road South $69^{\circ} 48' 00''$ East, 100.00 feet to the point or place of beginning.

CONDITIONS CONTINUED FROM INSIDE FRONT COVER

SECTION 6 COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another Company, this Company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this Company and the other insurer or insurers.

SECTION 7 ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this Company or its endorsement of this policy. Provision is made in the rate manual of the New York Board of Title Underwriters, filed with the Superintendent of Insurance of the State of New York, on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this Company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

SECTION 8 SUBROGATION

(a) This Company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this Company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this Company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this Company, under this policy, shall in no event be increased by any such act of the insured.

SECTION 9 MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy shall void this policy.

SECTION 10 NO WAIVER OF CONDITIONS

This Company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

SECTION 11 POLICY ENTIRE CONTRACT

All actions or proceedings against this Company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this Company in respect of other service rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

SECTION 12 VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

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THIS INDENTURE, made the 13th day of May, nineteen hundred and eighty-fi
BETWEEN ALEXANDER BAISLEY and ROBIN M. BAISLEY, residing at
Silver Spring Road, New Windsor, New York 12550;

party of the first part, and JAMES W. BOTHWELL and KAREN BOTHWELL, husband and
wife, residing at R. D. #2, Mt. Airy Road, Box 285, New Windsor,
New York;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN AND NO/100 (\$10.00)-----dollars,

lawful money of the United States, and other good and valuable considerations paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

~~ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,~~

~~lying and being in the~~

48
ECT. 20
LK. 2
OT No. 23

ALL of two acres
(square in shape, or nearly so), situated in the Town of New Windsor,
County of Orange, State of New York, bounded on the north by Silver
Stream Road and on the west by lands of Mrs. Martha Whitlow, said
two acres being more specifically bounded and described as follows:

BEGINNING at a point in the center of Silver Spring Road leading
from Quassaick Avenue to the River Road, said point of beginning
being the northeast corner of lands conveyed by John C. Walworth
and Jessie M. Walworth to Martha Whitlow by Deed dated March, 1918,
and running thence along the easterly line of lands so conveyed
to said Martha Whitlow, South 38 degrees west for 358 and one-tenth
feet, to the line of lands of F. W. Senff; thence along lands of
said Senff, South 52 degrees and 29 minutes East for 234 and four-
tenths feet; thence parallel with the first described line, being
along other lands of the party of the first part, North 38 degrees
East for 400 and four-tenths feet, to the center of the aforesaid
Silver Spring Road, thence along the center of said road, North
69 degrees and 48 minutes for 119 feet, 55 degrees and 40 minutes
West for 120 and seven-tenths feet to the place of beginning, con-
taining two (2) Acres.

BEING the same premises heretofore conveyed to the said party of
the first part from Robert Swanson by Deed dated June 27th, 1974,
and duly recorded in the Orange County Clerk's Office on July 1st,
1974, in Liber 1982 of Deeds at Page 238.

Excepting therefrom:

ALL that certain plot, piece or parcel of land, with the buildings
and improvements thereon erected, situate, lying and being in the
Town of New Windsor, County of Orange and State of New York and
being more particularly bound ed and described as follows:

48
ECT. 20
LK. 2
OT No. 23

05672

party of the first part, and JAMES W. BOTHWELL and KAREN BOTHWELL, husband and wife, residing at R. D. #2, Mt. Airy Road, Box 285, New Windsor, New York;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN AND NO/100 (\$10.00)-----dollars,

lawful money of the United States, and other good and valuable considerations paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

~~ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the~~

~~County of Orange, State of New York~~

ALL of two acres (square in shape, or nearly so) , situated in the Town of New Windsor, County of Orange, State of New York, bounded on the north by Silver Stream Road and on the west by lands of Mrs. Martha Whitlow, said two acres being more specifically bounded and described as follows:

48
ECT. 20

ILK. 2

OT No. 23

BEGINNING at a point in the center of Silver Spring Road leading from Quassaick Avenue to the River Road, said point of beginning being the northeast corner of lands conveyed by John C. Walworth and Jessie M. Walworth to Martha Whitlow by Deed dated March, 1918, and running thence along the easterly line of lands so conveyed to said Martha Whitlow, South 38 degrees west for 358 and one-tenth feet, to the line of lands of F. W. Senff; thence along lands of said Senff, South 52 degrees and 29 minutes East for 234 and four-tenths feet; thence parallel with the first described line, being along other lands of the party of the first part, North 38 degrees East for 400 and four-tenths feet, to the center of the aforesaid Silver Spring Road, thence along the center of said road, North 69 degrees and 48 minutes for 119 feet, 55 degrees and 40 minutes West for 120 and seven-tenths feet to the place of beginning, containing two (2) Acres.

BEING the same premises heretofore conveyed to the said party of the first part from Robert Swanson by Deed dated June 27th, 1974, and duly recorded in the Orange County Clerk's Office on July 1st, 1974, in Liber 1982 of Deeds at Page 238.

Excepting therefrom:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point in the center line of Silver Spring Road at the northwest corner of lands now or formerly of Coon (Liber 581 Page 165) and running thence along the westerly line of said Coon South 38° 00' 00" West, 125.00 feet; thence through other lands of Swanson North 69° 48' 00" West, 100.00 feet; thence North 38° 00' 00" East, 125.00 feet to the center line of said Silver Spring Road; thence running along center line of said road South 69° 48' 00" East, 100.00 feet to the point or place of beginning.

8/2
P/14

LIBER 2370 PG 23

BEING the same premises conveyed by Kenneth Swanson to Alexander Baisley and Robin M. Baisley by deed dated May 13, 1982 and recorded in the Orange County Clerk's Office on May 14, 1982 in Liber 2222 of Deeds at Page 158.

LIBER 2370 PG 7

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Alexander Baisley (L.S.)
Alexander Baisley

Robin M. Baisley (L.S.)
Robin M. Baisley

STATE OF NEW YORK, COUNTY OF ORANGE

ss:

On the 17th day of May 19 85, before me personally came ALEXANDER BAISLEY and ROBIN M. BAISLEY

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public

GERALD FIDELHOLTZ
Notary Public, State of New York
Residing in Orange County
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. .

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. .

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

LE No.

ALEXANDER BAISLEY and
ROBIN M. BAISLEY

TO

MES W. BOTHWELL and
REN BOTHWELL

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

Jonathan Jacobson Esq.
380 Broadway
Newburgh N.Y. Zip No. 12550

Recording Office.

E 5 AX mel

Office, S.S.
day
t 9:30
ber 8/3/80

Clery

Notary Public

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BIN M. BAISLEY

TO

MES. W. BOTHWELL and
REN BOTHWELL

SECTION

BLOCK

LOT

COUNTY OR TOWN

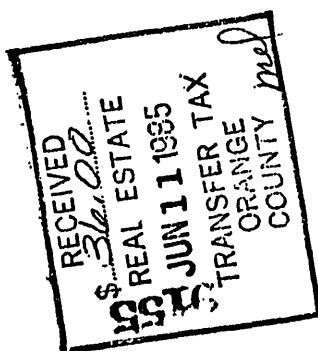
36-1
14-1

RETURN BY MAIL TO:

Jonathan Jacobson Esq.
380 Broadway
Newburgh, N.Y. Zip No. 12550

Chas. P. Hart

Reserve this space for use of Recording Office.



LIBER 2370-9

Orange County Clerk's Office, S.S.

Recorded on the 11th day of June 1985 at 9:30 o'clock M. in Liber 2370

and Examined by *James J. Murphy* Clerk

Prelim.

TOWN OF NEW WINDSOR Aug. 13, 1990

555 UNION AVENUE
NEW WINDSOR, NEW YORK

#90-23.



NOTICE OF DISAPPROVAL OF BUILDING PERMIT
1763

FILE NUMBER 90-19

TO: JAMES + KAREN BOTHWELL
SILVER SPRING ROAD
NEW WINDSOR, NY 12553
PHONE 564-0213

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7/26/90,
FOR PERMIT TO CREATE BUILDABLE LOT
AT SILVER SPRING ROAD IS DISSAPROVED ON THE
FOLLOWING GROUNDS INSUFFICIENT STREET FRONTAGE

ZONE R-4 TYPE OF VARIANCE STREET FRONTAGE

REQUIREMENTS	PROPOSED	VARIANCE
<u>60'</u>	<u>30'</u>	<u>30'</u>

CALL PAT BARNHART (ZBA SECRETARY) AT 565-8550 FOR APPOINTMENT

Denis J. Scamison

BUILDING/ZONING INSPECTOR

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
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- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises

James and Karen Bothwell

Address

RD #2 Mt Airy Rd Bx 285 New Windsor

Phone

564 0213

Name of Architect

Address

Phone

Name of Contractor

Address

Phone

State whether applicant is owner, lessee, agent, architect, engineer or builder

owner

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the

E

side of

Silver Spring Rd

(N.S.E. or W.)

CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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Name of Owner of Premises James and Karen Bothwell
Address RD #2 Mt Airy Rd Bx 285 New Windsor 5640213
Name of Architect
Address Phone
Name of Contractor
Address Phone
State whether applicant is owner, lessee, agent, architect, engineer or builder. OWNER
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the E side of Silver Spring Rd
(N.S.E. or W.)
andfeet from the intersection of.....
2. Zone or use district in which premises are situated. Is property in a flood zone? YesNo X.....
3. Tax Map description of property: Section 20 Block 2 Lot 2
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy..... b. Intended use and occupancy residential
5. Nature of work (check which applicable): New Building X Addition Alteration Repair
Removal Demolition Other 1
6. Size of lot: Front Rear 30 Depth 358.10 Front Yard 30 Rear Yard Side Yard
Is this a corner lot? NO
7. Dimensions of entire new construction: Front Rear Depth Height Number of stories
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1 family
Number of bedrooms 2 Baths Toilets
Heating Plant: Gas Oil Electric/Hot Air Hot Water
If Garage, number of cars
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost..... Fee.....

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

IMPORTANT
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Address.....

Name of Architect.....

Address.....

Phone.....

Name of Contractor.....

Address.....

Phone.....

State whether applicant is owner, lessee, agent, architect, engineer or builder.....

If applicant is a corporation, signature of duly authorized officer.

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(Name and title of corporate officer)

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(N.S.E. or W.)

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6. Size of lot: Front Rear 30 Depth 358.10 Front Yard ✓ Rear Yard Side Yard
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TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....7/26.....19..90..

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
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- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

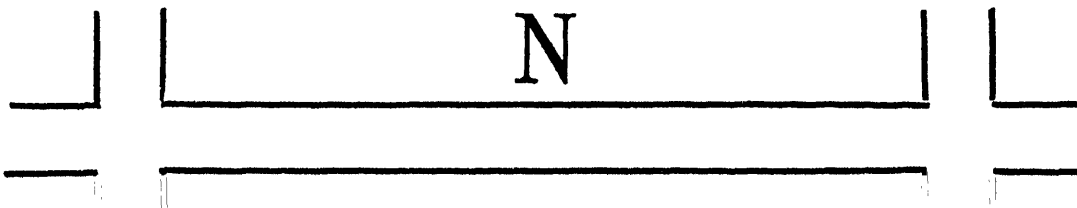
.....
(Signature of Applicant)

.....
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Set -
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

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Pursuant to New York State Building Code and Town Ordinances

Date.....7/26.....19..90..

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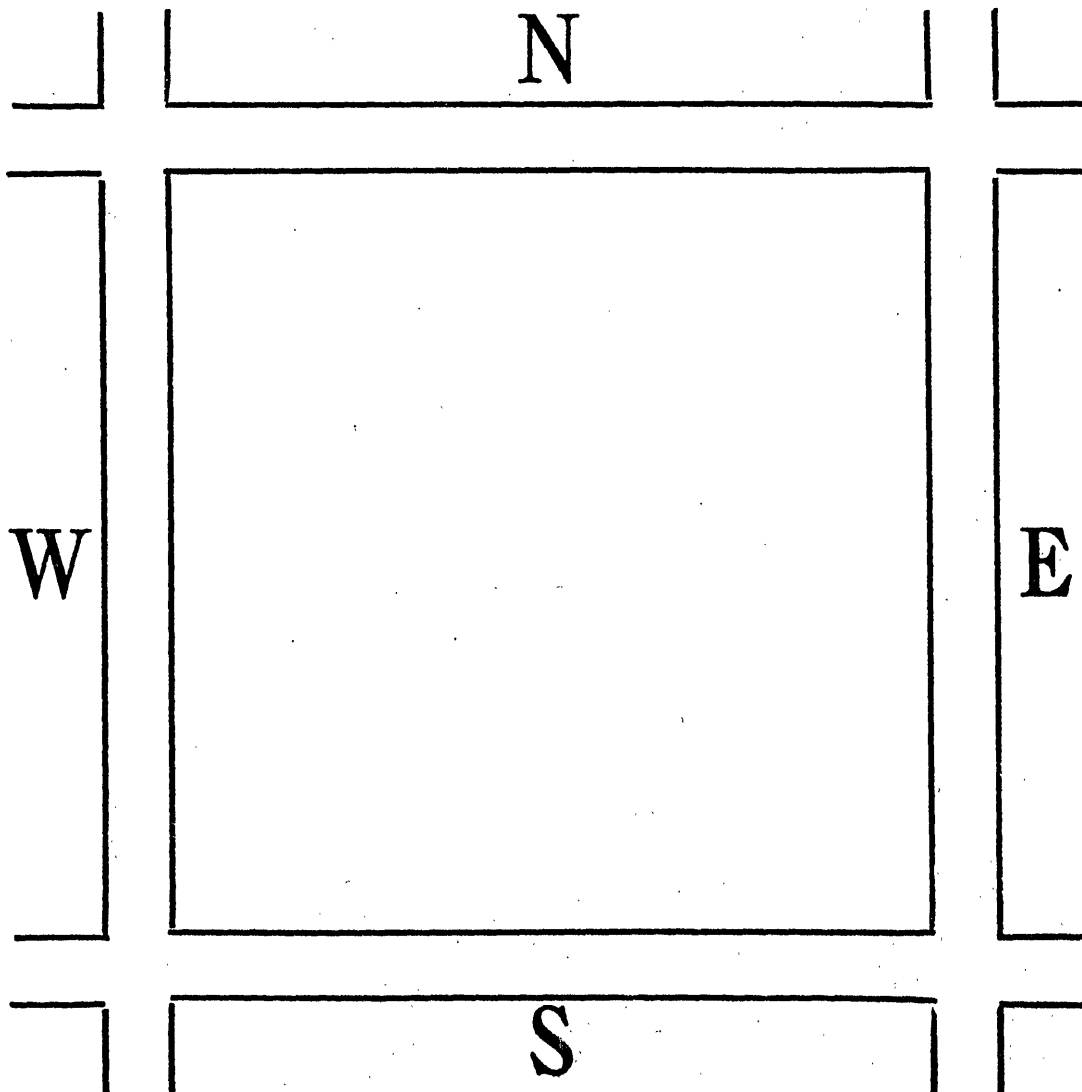
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.....James L. Howell.....R.D. 7 - Hwy. 285 - New Windsor.....
(Signature of Applicant) (Address of Applicant)

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.....*James L. Howell*.....*Box 285, New Windsor*.....
(Signature of Applicant) (Address of Applicant)

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Planning Board.....
Highway.....
Sewer.....
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Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT
Pursuant to New York State Building Code and Town Ordinances

Date.....7/26.....19..90..

INSTRUCTIONS

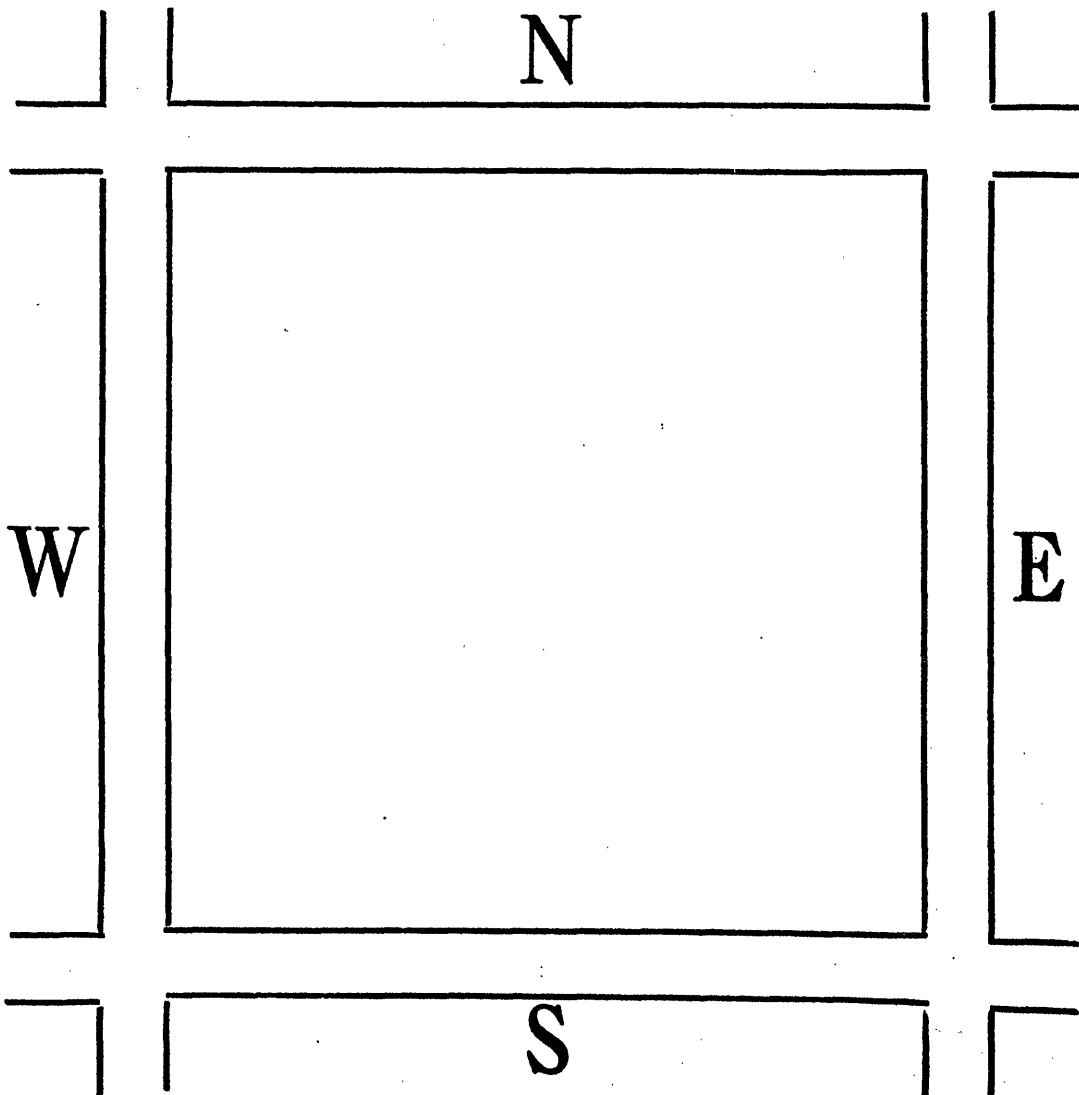
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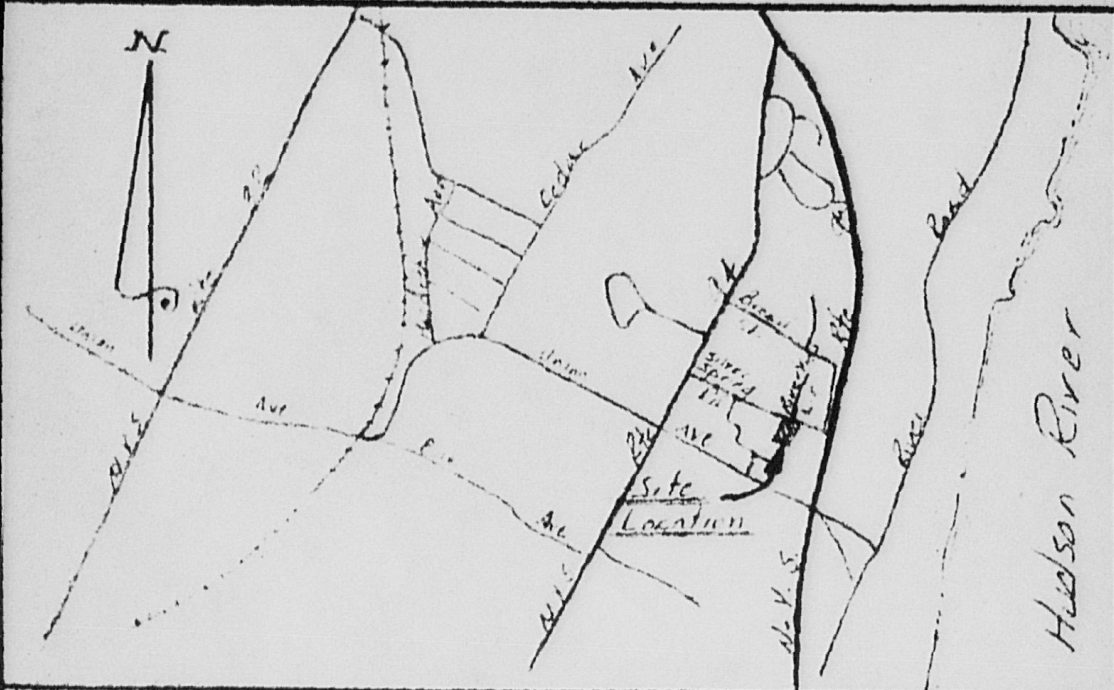
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.....James L. Howell.....R.D. 2, N. Hwy. P.O. Box 285, New Windsor.....
(Signature of Applicant) (Address of Applicant)

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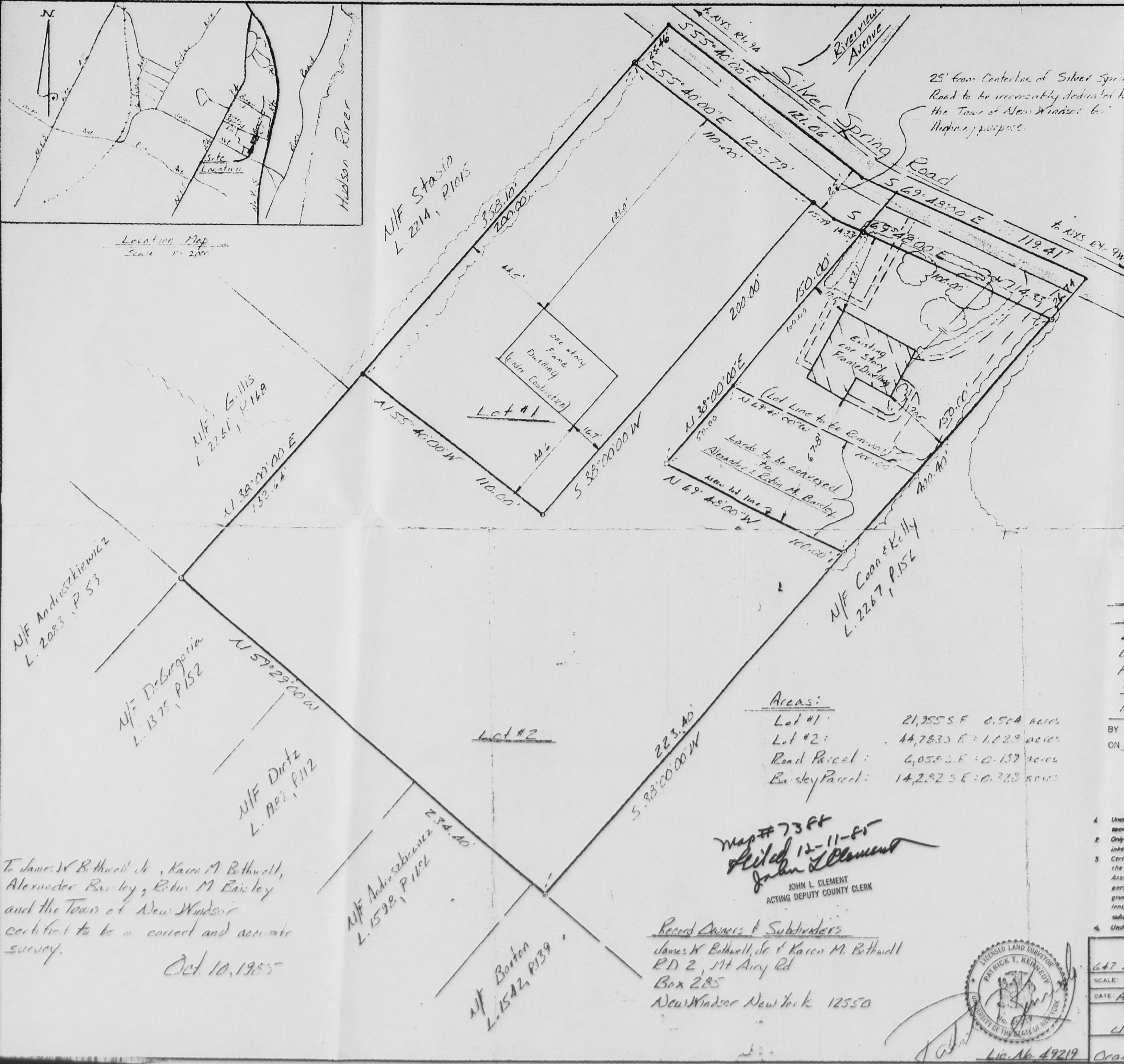




Location Map
Scale 1" = 200'

Tax Map Data:
Section : 20
Block : 2
Lot : 23

Deed References:
Liber 2270, Page 6
Liber 2222, Page 156



Zoning District: R-4
Minimum Required:
 Lot Area: 15,000 S.F.
 Lot Width: 100'
 Front Yard: 35'
 Side Yard: 15/30
 Rear Yard: 10'
APPROVAL GRANTED
 BY TOWN OF NEW WINDSOR PLANNING BOARD
 ON 11-12-85
 BY Henry F. Scheible
 HENRY F. SCHEIBLE
 SECRETARY

To James W. Bothwell, Jr., Karen M. Bothwell,
 Alexander Barley, Robin M. Barley
 and the Town of New Windsor
 certified to be a correct and accurate
 survey.
 Oct. 10, 1985

Map # 7384
 Filed 12-11-85
 John L. Clement
 JOHN L. CLEMENT
 ACTING DEPUTY COUNTY CLERK

Record Owners & Subdividers:
 James W. Bothwell, Jr. & Karen M. Bothwell
 RD 2, Mt Airy Rd
 Box 285
 New Windsor New York 12550



Patrick T. Kennedy, L.S. 647 Little Britain Road • New Windsor • New York 12550		
SCALE: 1" = 30'	APPROVED BY:	DRAWN BY:
DATE: Aug 25, 1985		REVISED:
Subdivision of land for James W. Bothwell, Jr. & Karen M. Bothwell Town of New Windsor Orange County New York		
DRAWING NUMBER		85-292